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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
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NOTICE OF ASSUMPTION AND/OR ASSIGNMENT OF EXECUTORY  
CONTRACT OR UNEXPIRED LEASE TO PURCHASERS IN CONNECTION WITH  
SALE OF DELPHI AUTOMOTIVE SYSTEMS LLC'S MEXICO  
BRAKE PLANT ASSETS

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 363 And Fed. R. Bankr. P.  
2002 And 9014 (i) Approving Bidding Procedures, (ii) Granting Certain Bid Protections, (iii)

Approving Form And Manner Of Sale Notices, And (iv) Setting A Sale Hearing (the "Bidding Procedures Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 29, 2007, Delphi Automotive Systems LLC ("DAS LLC") and Delphi Sistemas de Energia, S.A. de C.V. (collectively with DAS LLC, the "Sellers") have entered into an Asset Sale And Purchase Agreement ("Agreement") with Robert Bosch LLC ("Bosch") and Frenados Mexicanos S.A. de C.V. (together with Bosch, the "Purchasers") for the purchase of substantially all of the assets primarily used in the brake and chassis modules product lines in the manufacturing plant located in Saltillo, Mexico (the "Mexico Brake Plant Business"), including the machinery, equipment, inventories, medical and personnel records, water well rights, and all other assets of DAS LLC to be sold to the Purchasers pursuant to the Agreement (the "Acquired Assets"). DAS LLC hereby provides notice (the "Notice") of its intent to assume and assign the prepetition executory contracts or unexpired leases (the "Assumed Contracts") and the postpetition contracts (the "Postpetition Contracts") listed on Exhibit 1 hereto to the Purchasers or the successful bidder at the auction, as the case may be.

2. Pursuant to the terms of the Agreement and subject to completion of a competitive bidding process described in the Bidding Procedures Order and the attachments thereto, DAS LLC will seek to assume and assign the Assumed Contracts and assign the Postpetition Contracts listed on Exhibit 1 hereto at the hearing to be held at 10:00 a.m. (prevailing eastern time) on July 19, 2007 (the "Sale Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

3. Objections, if any, to the assumption and assignment of an Assumed Contract must (a) be in writing, (b) state with specificity the reasons for such objection, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the

Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418), (d) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (e) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (f) be served in hard-copy form so it is actually received within ten days after the date of this Notice upon (i) Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Legal Staff), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Deputy General Counsel, Transactions & Restructuring), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John K. Lyons and Brian M. Fern), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (v) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchasers, Warner Norcross & Judd LLP, 900 Fifth Third Center, 111 Lyon Street NW, Grand Rapids, Michigan 49503-2487 (Att'n: Gordon Toering), and (viii) the Office of the

United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100,  
New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the assumption and assignment of an Assumed Contract is timely filed and received, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at the Sale Hearing or such date and time as the Court may schedule. If no objection is timely received, the non-Debtor party to the Assumed Contract will be deemed to have consented to the assumption and assignment of the Assumed Contract and will be forever barred from asserting any other claims, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Assumed Contract, against DAS LLC or the Purchasers, or the property of either of them, as to such Assumed Contract.

5. Pursuant to 11 U.S.C. § 365, there is adequate assurance of future performance that the cure amount set forth in the separately filed and served cure notice will be paid in accordance with the terms of the order approving the sale under the terms of the Agreement. Further, there is adequate assurance of the Purchasers' future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Purchasers.

6. Prior to the closing date of the sale, DAS LLC may amend its decision with respect to the assumption and/or assignment of any Assumed Contract or Postpetition Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York  
July 2, 2007

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

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## **EXHIBIT 1**

ATF Inc  
3550 W Pratt Blvd  
Lincolnwood IL 60712-3798

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550074000

## EXHIBIT 1

Robert Bosch Corp  
Bosch Automotive Group  
38000 Hills Tech Dr  
Farmington Hills MI 48331-2417

<b>Contract to be assumed and assigned:</b>
Purchase Order Nos. 550072723, 550073345, 5500026332, 5500026338, 5500026333, 5500026339, 5500026344, 5500026350, 5500026345, 5500026351, 5500033443, 5500034788, 5500028684, 5500027610 and 550129698

## **EXHIBIT 1**

The Cold Heading Co  
21777 Hoover Rd  
Warren MI 48089

<b>Contract to be assumed and assigned:</b>
Purchase Order Nos. 550001271 and 550085411



## **EXHIBIT 1**

Fortech Products Inc  
10566 Plaza Dr  
Whitmore Lake MI 48189-9156

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550076650

## **EXHIBIT 1**

Internet Corporation  
700 Tower Dr Fl 4  
Troy MI 48098

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550078567

## **EXHIBIT 1**

Mac Arthur Corp  
PO Box 10  
Grand Blanc MI 48439-0010

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550008788

## EXHIBIT 1

Magni Industries Inc  
2771 Hammond  
Detroit MI 48209

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550001548

## **EXHIBIT 1**

Midwest Stamping & Manufacturing Co  
Midwest Stamping Inc  
2525 Corporate Way  
Sumter SC 29154

<b>Contract to be assumed and assigned:</b>
Purchase Order Nos. 550072468 and 550134795

## **EXHIBIT 1**

PBR Knoxville LLC  
10215 Caneel Dr  
Knoxville TN 37931

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550053219

## **EXHIBIT 1**

Thyssen Krupp Waupaca Inc  
PO Box 249  
Waupaca WI 54981-0249

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550070456 and 550078566

## **EXHIBIT 1**

Schaeffler Brasil Ltda  
R Dr Jose Fabiano De Christo Gurjao Mogi Mirim 13803--070  
Brazil

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550146254



## **EXHIBIT 1**

Exxon Mobil Corp  
1400 S Harrison St  
Olathe KS 66061-7227

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550083353

## EXHIBIT 1

Tisamatic S De RI De Cv  
Av Promocion No 145 San Luis Potosi 78395  
Mexico

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550127688

## EXHIBIT 1

Cifunsa Del Bajio Sa De Cv  
Cifunsa  
Carretera Libramiento Leon  
Queretaro Km 46 Irapuato 36547  
Mexico

<b>Contract to be assumed and assigned:</b>
Purchase Order No. 550132977